

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

UNITED STATES OF AMERICA)	
)	No.
v.)	
)	Violations: Title 18, United States
CHRISTOPHER G. KELLY and)	Code, Sections 2, 1341, and 1957
BCI COMMERCIAL ROOFING, INC.)	

COUNT ONE

The SPECIAL FEBRUARY 2008-2 GRAND JURY charges:

1. At times material to this indictment:
 - a. Defendant CHRISTOPHER G. KELLY was the president and owner of defendant BCI COMMERCIAL ROOFING, INC.
 - b. Defendant BCI COMMERCIAL ROOFING, INC. ("BCI") was in the business of providing commercial roofing services and maintained an office at 3062 West 167th Street in Markham, Illinois.
 - c. Co-Schemer A was the president and owner of Company A.
 - d. Company A was in the business of providing consulting services to various entities relating to the construction, repair, and replacement of roofs, and maintained an office in Rolling Meadows, Illinois.
 - e. American Airlines was a commercial airline company owned by AMR Corporation and based in Forth Worth, Texas. American Airlines maintained facilities at, among other places, O'Hare International Airport ("O'Hare") in Chicago, Illinois, and from

time to time contracted with vendors to obtain services relating to the roofs of its buildings at O'Hare.

f. United Air Lines, Inc. ("United") was a commercial airline company based in Elk Grove Village, Illinois. United maintained facilities at, among other places, O'Hare in Chicago, Illinois, and from time to time contracted with vendors to obtain services relating to the roofs of its buildings at O'Hare.

g. In or about September 1998, and in or about April 2001, American Airlines and Company A executed consulting agreements that provided that Company A would serve as a consultant for American Airlines in connection with certain roofing projects. Each consulting agreement noted that any information Company A received concerning American Airlines "is proprietary and confidential to American and [Company A] shall keep such information strictly confidential and shall not disclose it to any third party or use it directly or indirectly for any purpose except the performance of [the consulting agreement]."

h. In or about May 2004, United and Company A executed a Master Agreement for Architectural/Roofing Consulting Services ("Master Agreement"). The Master Agreement provided that Company A would serve as a consultant for United in connection with certain roofing projects to be designated by the parties.

i. Pursuant to the Master Agreement, Company A's duties with respect to each project included, among other things:

(i) Planning and designing the work to be performed, and submitting

to United estimates of the construction cost and budget for the different design packages or phases of the project;

(ii) Assisting United in: (a) determining how construction work relating to the project should be apportioned for purposes of soliciting bids from contractors; (b) preparing “bid packages” consisting of documents to be provided to potential bidders; and (c) preparing budgets for each bid package;

(iii) Assisting United in obtaining competitive bids for each bid package; and

(iv) Monitoring the work performed by the successful bidders.

j. The Master Agreement prohibited Company A from disclosing any confidential information pertaining to United or to the site of any project. The Master Agreement defined “Confidential Information” as “any data or information pertaining to United or any United Site, including the Project Site, regardless of format or medium and including any copies thereof, other than information (A) in the public domain or approved by United for release to the public; (B) rightfully disclosed to [Company A] by a third party without any restriction on the further dissemination of such information; (C) possessed by [Company A] independently of United and without resort to or reliance on any proprietary, confidential, restricted or protected information; or (D) information whose disclosure is required by court order or other express legal directive or requirement.”

k. The Master Agreement also prohibited Company A from “undertaking other employment, having any financial or other interest or accepting any contribution or

value,” if “it would reasonably appear” that doing so “could compromise [Company A’s] professional judgment or prevent [Company A] from serving and furthering the interests of United.”

1. American Airlines and United awarded contracts for roofing construction services to the lowest bid submitted by a responsible contractor.

The Scheme To Defraud

2. Beginning no later than in or about September 1998, and continuing through at least in or about May 2006, in the Northern District of Illinois, Eastern Division, and elsewhere:

**CHRISTOPHER G. KELLY and
BCI COMMERCIAL ROOFING, INC.,**

defendants herein, together with Co-Schemer A and Company A, and others known and unknown to the grand jury, devised and intended to devise, and participated in, a scheme and artifice to defraud American Airlines and United of money and property, including confidential information and also American Airlines’s and United’s right to control the disposition of their property through the awarding of contracts for roofing construction services, by means of materially false and fraudulent pretenses, representations, and promises, and material omissions, which scheme is further described below.

Overview of the Scheme

3. It was part of the scheme that defendants KELLY and BCI, together with Co-Schemer A and Company A, fraudulently steered construction contracts for roofing work at

American Airlines's and United's O'Hare facilities to defendant BCI by falsely representing to American Airlines and United the estimated costs of roofing projects to be performed, and manipulating the bidding process for those projects, in return for hidden kickbacks from defendants KELLY and BCI to Co-Schemer A and Company A.

Description of the Scheme

4. It was further part of the scheme that, after learning about roofing projects being undertaken by American Airlines or United at O'Hare, defendant KELLY and Co-Schemer A attempted to obtain the consulting work for Company A by having Co-Schemer A and Company A agree to provide roofing consulting services to American Airlines or United at less cost than other roofing consultants with the understanding that, once Company A obtained the consulting work, Co-Schemer A would fraudulently steer the contracts for roofing construction work on the projects to defendants KELLY and BCI and, thereafter, defendants KELLY and BCI would provide hidden kickbacks to Co-Schemer A and Company A.

5. It was further part of the scheme that after Company A obtained roofing consulting work from American Airlines or United on a particular project, Co-Schemer A reviewed the project, determined the nature and extent of the roofing construction work that was required, and secretly met with defendant KELLY to inform defendant KELLY of the nature and extent of the work to be performed.

6. It was further part of the scheme that defendant KELLY, after learning from Co-Schemer A of the nature and extent of the roofing construction work to be done on a

particular project, met with Co-Schemer A to determine a fraudulently-inflated budget number for the project that was in excess of what was actually required for the roofing project, and in excess of what defendant KELLY intended to bid for the project.

7. It was further part of the scheme that, after defendant KELLY and Co-Schemer A determined the fraudulently-inflated budget number for a particular project, Co-Schemer A provided the fraudulently-inflated budget number to American Airlines or United, and prevailed upon American Airlines or United to approve the fraudulently-inflated budget number, without disclosing to American Airlines or United that Co-Schemer A met with defendant KELLY to determine the budget number and that this number exceeded the actual costs required to complete the project.

8. It was further part of the scheme that after American Airlines or United approved the fraudulently-inflated budget number, Co-Schemer A produced a project booklet that described the roofing project and could be provided to roofing contractors who were prospective bidders so that they could review the roofing project and determine whether and how much they would bid on the roofing project.

9. It was further part of the scheme that after producing the project booklet for a particular roofing project for American Airlines or United, Co-Schemer A typically held a pre-bid meeting at which potential bidders on the project could review the project booklet and project site, and ask questions about the project. Defendant KELLY sent an employee of defendant BCI to these meetings to create the false impression that defendants KELLY and BCI were unaware of the details of the projects and were participating in the bidding

process in the same manner as other prospective bidders, even though defendant KELLY previously had learned the details of the projects from Co-Schemer A, and defendant KELLY and Co-Schemer A together had determined the fraudulently-inflated figures to be used as American Airlines's and United's budgets for the projects.

10. It was further part of the scheme that defendant KELLY and Co-Schemer A agreed that Co-Schemer A would disclose the fraudulently-inflated budget figure, which was American Airlines's or United's confidential information, to the potential bidders on the project for the purpose of inducing bidders other than defendant BCI to submit bids that were near the fraudulently-inflated budget figure.

11. It was further part of the scheme that defendant KELLY, anticipating that other bidders would submit high bids based on the belief that American Airlines or United was prepared to pay an amount close to the fraudulently-inflated project budget, and knowing that American Airlines and United would award the roofing contract to the lowest bidder, submitted a bid on behalf of defendant BCI that defendant Kelly believed to be sufficiently under the fraudulently-inflated budget figure that it would be lower than other bids, but would still provide for a profit for defendant BCI on the project.

12. It was further part of the scheme that Co-Schemer A, knowing that American Airlines and United wanted at least three roofing companies to bid on each roofing project, and to help ensure that defendants KELLY and BCI obtained certain roofing projects, submitted fictitious bids for certain projects so that it appeared to the airlines that there were three legitimate bidders on a project, when, in fact, as Co-Schemer A well knew, there were

not three legitimate bidders for the project. Co-Schemer A also ensured that each fictitious bid was higher than defendant BCI's bid and, therefore, the fictitious bid would not be the winning bid.

13. It was further part of the scheme that, after receiving construction contracts from American Airlines and United for roofing work at O'Hare as a result of the fraudulent and manipulated bidding process described above, defendant KELLY kicked back to Co-Schemer A and Company A a portion of the funds they received through the fraudulently-obtained contracts, which kickbacks totaled at least \$450,000.

14. It was further part of the scheme that defendant KELLY provided the kickbacks to Co-Schemer A and Company A in a variety of methods, including by having Co-Schemer A and Company A falsely invoice defendants KELLY and BCI for consulting services that were never performed, and by passing money through third parties in order to conceal the true source and nature of the kickback payments and, thereafter, having Co-Schemer A and Company A provide false invoices to the third parties so that it appeared that Co-Schemer A and Company A had completed work for the third parties when, in fact, Co-Schemer A and Company A had done no work for the third parties, and the invoices were meant to further conceal the true source and nature of the kickback payments from defendants KELLY and BCI to Co-Schemer A and Company A.

15. It was further part of the scheme that, through the actions described above, defendants KELLY and BCI, together with Co-Schemer A and Company A, fraudulently deceived American Airlines and United into awarding roofing construction contracts to

defendant BCI totaling approximately \$8.5 million, based on the belief that these contract awards were the result of an honest and competitive bidding process, when, in fact, as defendant KELLY knew, the prices at which those contracts were awarded did not result from an honest and competitive bidding process, and were at amounts that guaranteed profits to defendant BCI and undisclosed kickbacks to Company A.

16. It was further part of the scheme that defendants KELLY and BCI, and Co-Schemer A and Company A did conceal and hide, and cause to be concealed and hidden, the purpose of the acts done in furtherance of the scheme.

17. On or about August 9, 2004, at Chicago, in the Northern District of Illinois, Eastern Division, and elsewhere,

CHRISTOPHER G. KELLY and
BCI COMMERCIAL ROOFING, INC.,

defendants herein, for the purpose of executing the above-described scheme, and attempting to execute the above-described scheme, did knowingly cause to be delivered by mail according to the directions there on an envelope containing a \$590,400 check from United Airlines, Inc. to defendant BCI, and addressed to defendant BCI in Markham, Illinois;

In violation of Title 18, United States Code, Section 1341.

COUNT TWO

The SPECIAL FEBRUARY 2008-2 GRAND JURY further charges:

1. The Grand Jury realleges and incorporates by reference paragraphs 1 through 16 of Count One of this Indictment as though fully set forth herein.

2. On or about September 14, 2004, at Chicago, in the Northern District of Illinois, Eastern Division, and elsewhere,

CHRISTOPHER G. KELLY and
BCI COMMERCIAL ROOFING, INC.,

defendants herein, for the purpose of executing the above-described scheme, and attempting to execute the above-described scheme, did knowingly cause to be delivered by mail according to the directions there on an envelope containing a \$765,000 check from United Airlines, Inc. to defendant BCI, and addressed to defendant BCI in Markham, Illinois;

In violation of Title 18, United States Code, Section 1341.

COUNT THREE

The SPECIAL FEBRUARY 2008-2 GRAND JURY further charges:

1. The Grand Jury realleges and incorporates by reference paragraphs 1 through 16 of Count One of this Indictment as though fully set forth herein.

2. On or about October 19, 2004, at Chicago, in the Northern District of Illinois, Eastern Division, and elsewhere,

CHRISTOPHER G. KELLY and
BCI COMMERCIAL ROOFING, INC.,

defendants herein, for the purpose of executing the above-described scheme, and attempting to execute the above-described scheme, did knowingly cause to be delivered by mail according to the directions there on an envelope containing a \$675,000 check from United Airlines, Inc. to defendant BCI, and addressed to defendant BCI in Markham, Illinois;

In violation of Title 18, United States Code, Section 1341.

COUNT FOUR

The SPECIAL FEBRUARY 2008-2 GRAND JURY further charges:

1. The Grand Jury realleges and incorporates by reference paragraphs 1 through 16 of Count One of this Indictment as though fully set forth herein.

2. On or about January 10, 2005, at Chicago, in the Northern District of Illinois, Eastern Division, and elsewhere,

CHRISTOPHER G. KELLY and
BCI COMMERCIAL ROOFING, INC.,

defendants herein, for the purpose of executing the above-described scheme, and attempting to execute the above-described scheme, did knowingly cause to be delivered by mail according to the directions there on an envelope containing a \$749,601 check from United Airlines, Inc. to defendant BCI, and addressed to defendant BCI in Markham, Illinois;

In violation of Title 18, United States Code, Sections 1341.

COUNT FIVE

The SPECIAL FEBRUARY 2008-2 GRAND JURY further charges:

1. The Grand Jury realleges and incorporates by reference paragraphs 1 through 16 of Count One of this Indictment as though fully set forth herein.

2. On or about January 28, 2005, at Chicago, in the Northern District of Illinois, Eastern Division, and elsewhere,

CHRISTOPHER G. KELLY and
BCI COMMERCIAL ROOFING, INC.,

defendants herein, for the purpose of executing the above-described scheme, and attempting to execute the above-described scheme, did knowingly cause to be delivered by mail according to the directions there on an envelope containing a \$303,389 check from United Airlines, Inc. to defendant BCI, and addressed to defendant BCI in Markham, Illinois;

In violation of Title 18, United States Code, Section 1341.

COUNT SIX

The SPECIAL FEBRUARY 2008-2 GRAND JURY further charges:

1. The Grand Jury realleges and incorporates by reference paragraphs 1 through 16 of Count One of this Indictment as though fully set forth herein.

2. On or about November 14, 2005, at Chicago, in the Northern District of Illinois, Eastern Division, and elsewhere,

CHRISTOPHER G. KELLY and
BCI COMMERCIAL ROOFING, INC.,

defendants herein, for the purpose of executing the above-described scheme, and attempting to execute the above-described scheme, did knowingly cause to be delivered by mail according to the directions there on an envelope containing a \$751,500 check from United Airlines, Inc. to defendant BCI, and addressed to defendant BCI in Markham, Illinois;

In violation of Title 18, United States Code, Section 1341.

COUNT SEVEN

The SPECIAL FEBRUARY 2008-2 GRAND JURY further charges:

1. The Grand Jury realleges and incorporates by reference paragraphs 1 through 16 of Count One of this Indictment as though fully set forth herein.

2. On or about December 12, 2005, at Chicago, in the Northern District of Illinois, Eastern Division, and elsewhere,

CHRISTOPHER G. KELLY and
BCI COMMERCIAL ROOFING, INC.,

defendants herein, for the purpose of executing the above-described scheme, and attempting to execute the above-described scheme, did knowingly cause to be delivered by mail according to the directions there on an envelope containing a \$559,016.60 check from United Airlines, Inc. to defendant BCI, and addressed to defendant BCI in Markham, Illinois;

In violation of Title 18, United States Code, Section 1341.

COUNT EIGHT

The SPECIAL FEBRUARY 2008-2 GRAND JURY further charges:

1. The Grand Jury realleges and incorporates by reference paragraphs 1 through 16 of Count One of this Indictment as though fully set forth herein.

2. On or about December 28, 2005, at Chicago, in the Northern District of Illinois, Eastern Division, and elsewhere,

CHRISTOPHER G. KELLY and
BCI COMMERCIAL ROOFING, INC.,

defendants herein, for the purpose of executing the above-described scheme, and attempting to execute the above-described scheme, did knowingly cause to be delivered by mail according to the directions there on an envelope containing a \$256,501.80 check from United Airlines, Inc. to defendant BCI, and addressed to defendant BCI in Markham, Illinois;

In violation of Title 18, United States Code, Sections 1341.

COUNT NINE

The SPECIAL FEBRUARY 2008-2 GRAND JURY further charges:

1. The Grand Jury realleges and incorporates by reference paragraphs 1 through 16 of Count One of this Indictment as though fully set forth herein.

2. On or about January 5, 2006, at Chicago, in the Northern District of Illinois, Eastern Division, and elsewhere,

CHRISTOPHER G. KELLY and
BCI COMMERCIAL ROOFING, INC.,

defendants herein, for the purpose of executing the above-described scheme, and attempting to execute the above-described scheme, did knowingly cause to be delivered by mail according to the directions there on an envelope containing a \$127,180.80 check from United Airlines, Inc. to defendant BCI, and addressed to defendant BCI in Markham, Illinois;

In violation of Title 18, United States Code, Section 1341.

COUNT TEN

The SPECIAL FEBRUARY 2008-2 GRAND JURY further charges:

1. The Grand Jury realleges and incorporates by reference paragraphs 1 through 16 of Count One of this Indictment as though fully set forth herein.

2. On or about April 4, 2006, at Chicago, in the Northern District of Illinois, Eastern Division, and elsewhere,

CHRISTOPHER G. KELLY and
BCI COMMERCIAL ROOFING, INC.,

defendants herein, for the purpose of executing the above-described scheme, and attempting to execute the above-described scheme, did knowingly cause to be delivered by mail according to the directions there on an envelope containing a \$394,200 check from United Airlines, Inc. to defendant BCI, and addressed to defendant BCI in Markham, Illinois;

In violation of Title 18, United States Code, Section 1341.

COUNT ELEVEN

The SPECIAL FEBRUARY 2008-2 GRAND JURY further charges:

1. The Grand Jury realleges and incorporates by reference paragraphs 1 through 16 of Count One of this Indictment as though fully set forth herein.

2. On or about May 24, 2006, at Chicago, in the Northern District of Illinois, Eastern Division, and elsewhere,

CHRISTOPHER G. KELLY and
BCI COMMERCIAL ROOFING, INC.,

defendants herein, for the purpose of executing the above-described scheme, and attempting to execute the above-described scheme, did knowingly cause to be delivered by mail according to the directions there on an envelope containing a \$494,043.85 check from United Airlines, Inc. to defendant BCI, and addressed to defendant BCI in Markham, Illinois;

In violation of Title 18, United States Code, Section 1341.

COUNT TWELVE

The SPECIAL FEBRUARY 2008-2 GRAND JURY further charges:

On or about August 6, 2004, in the Northern District of Illinois, Eastern Division, and elsewhere,

CHRISTOPHER G. KELLY and
BCI COMMERCIAL ROOFING, INC.,

defendants herein, knowingly engaged in a monetary transaction affecting interstate commerce, in criminally derived property of a value greater than \$10,000, which was derived from specified unlawful activity, namely mail fraud, in violation of Title 18, United States Code, Section 1341, in that defendants knowingly provided a BCI COMMERCIAL ROOFING, INC. check in the amount of \$58,000 to Company B for the purchase of personal electronic equipment for defendant KELLY;

In violation of Title 18, United States Code, Sections 1957(a) and 2.

COUNT THIRTEEN

The SPECIAL FEBRUARY 2008-2 GRAND JURY further charges:

On or about September 30, 2004, in the Northern District of Illinois, Eastern Division,
and elsewhere,

CHRISTOPHER G. KELLY and
BCI COMMERCIAL ROOFING, INC.,

defendants herein, knowingly engaged in a monetary transaction affecting interstate commerce, in criminally derived property of a value greater than \$10,000, which was derived from specified unlawful activity, namely mail fraud, in violation of Title 18, United States Code, Section 1341, in that defendants knowingly provided a BCI COMMERCIAL ROOFING, INC. check in the amount of \$150,000 to Individual A for the payment of a personal gambling debt incurred by defendant KELLY;

In violation of Title 18, United States Code, Sections 1957(a) and 2.

COUNT FOURTEEN

The SPECIAL FEBRUARY 2008-2 GRAND JURY further charges:

On or about October 25, 2004, in the Northern District of Illinois, Eastern Division,
and elsewhere,

CHRISTOPHER G. KELLY and
BCI COMMERCIAL ROOFING, INC.,

defendants herein, knowingly engaged in a monetary transaction affecting interstate commerce, in criminally derived property of a value greater than \$10,000, which was derived from specified unlawful activity, namely mail fraud, in violation of Title 18, United States Code, Section 1341, in that defendants knowingly provided a BCI COMMERCIAL ROOFING, INC. check in the amount of \$93,000 to Casino A for the payment of a personal gambling debt incurred by defendant KELLY;

In violation of Title 18, United States Code, Sections 1957(a) and 2.

COUNT FIFTEEN

The SPECIAL FEBRUARY 2008-2 GRAND JURY further charges:

On or about December 28, 2004, in the Northern District of Illinois, Eastern Division,
and elsewhere,

CHRISTOPHER G. KELLY and
BCI COMMERCIAL ROOFING, INC.,

defendants herein, knowingly engaged in a monetary transaction affecting interstate commerce, in criminally derived property of a value greater than \$10,000, which was derived from specified unlawful activity, namely mail fraud, in violation of Title 18, United States Code, Section 1341, in that defendants knowingly provided a BCI COMMERCIAL ROOFING, INC. check in the amount of \$700,000 to Individual B to repay a personal loan used to purchase a house for defendant KELLY;

In violation of Title 18, United States Code, Sections 1957(a) and 2.

COUNT SIXTEEN

The SPECIAL FEBRUARY 2008-2 GRAND JURY further charges:

On or about February 10, 2005, in the Northern District of Illinois, Eastern Division,
and elsewhere,

CHRISTOPHER G. KELLY and
BCI COMMERCIAL ROOFING, INC.,

defendants herein, knowingly engaged in a monetary transaction affecting interstate commerce, in criminally derived property of a value greater than \$10,000, which was derived from specified unlawful activity, namely mail fraud, in violation of Title 18, United States Code, Section 1341, in that defendants knowingly provided a BCI COMMERCIAL ROOFING, INC. check in the amount of \$40,000 to defendant KELLY for his personal use;

In violation of Title 18, United States Code, Sections 1957(a) and 2.

COUNT SEVENTEEN

The SPECIAL FEBRUARY 2008-2 GRAND JURY further charges:

On or about February 10, 2006, in the Northern District of Illinois, Eastern Division,
and elsewhere,

CHRISTOPHER G. KELLY and
BCI COMMERCIAL ROOFING, INC.,

defendants herein, knowingly engaged in a monetary transaction affecting interstate commerce, in criminally derived property of a value greater than \$10,000, which was derived from specified unlawful activity, namely mail fraud, in violation of Title 18, United States Code, Section 1341, in that defendant KELLY knowingly provided a personal check in the amount of \$140,000 to Casino B for the payment of a personal gambling debt incurred by defendant KELLY;

In violation of Title 18, United States Code, Sections 1957(a) and 2.

FORFEITURE ALLEGATION ONE

The SPECIAL FEBRUARY 2008-2 GRAND JURY further charges:

1. The allegations contained in Counts 1 through 11 of this Indictment are realleged and incorporated herein by reference for the purpose of alleging forfeiture pursuant to Title 18, United States Code, Section 981(a)(1)(C) and Title 28, United States Code, Section 2461(c).

2. As a result of the violations of Title 18, United States Code, Section 1341, as alleged in the foregoing Indictment,

CHRISTOPHER G. KELLY and
BCI COMMERCIAL ROOFING, INC.,

defendants herein, shall forfeit to the United States, pursuant to Title 18, United States Code, Section, 981(a)(1)(C) and Title 28, United States Code, Section 2461(c), any and all right, title and interest in property, real and personal, which constitutes and is derived from proceeds traceable to the charged offenses.

3. The interests of the defendants subject to forfeiture pursuant to Title 18, United States Code, Section, 981(a)(1)(C) and Title 28, United States Code, Section 2461(c) include but are not limited to:

(a) Approximately \$1,631,000; and

(b) 702 Ambriance, Burr Ridge, Illinois, and legally described as:

PARCEL 1. LOT 50 IN AMBRIANCE, BEING A SUBDIVISION OF PART OF THE WEST HALF OF SECTION 30, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. PARCEL 2.

EASEMENT FOR INGRESS AND EGRESS OVER LOT "A" AS SHOWN ON THE PLAT OF AMBRIANCE AND SET FORTH IN THE DECLARATION OF TRUST OF AMBRIANCE RECORDED 88539370 AND AS CREATED BY THE DEED CONVEYING SUBJECT PROPERTY RECORDED AS DOCUMENT 88580705.

PERMANENT INDEX NUMBER: 18-30-306-050-0000

4. If any of the funds or property subject to forfeiture and described above, as a result of any act or omission of the defendants:

- (a) Cannot be located upon the exercise of due diligence;
- (b) Have been transferred or sold to, or deposited with, a third party;
- (c) Have been placed beyond the jurisdiction of the Court;
- (d) Have been substantially diminished in value; or
- (e) Have been commingled with other property which cannot be divided without difficulty,

the United States of America shall be entitled to forfeiture of substitute property under the provisions of Title 21, United States Code, Section 853(p), as incorporated by Title 28, United States Code, Section 2461(c);

All pursuant to Title 18, United States Code, Section 981(a)(1)(c) and Title 28, United States Code, Section 2461(c).

FORFEITURE ALLEGATION TWO

The SPECIAL FEBRUARY 2008-2 GRAND JURY further charges:

1. The allegations contained in Counts Twelve through Seventeen of this Indictment are hereby realleged and incorporated by reference for the purpose of alleging forfeiture pursuant to the provisions of Title 18, United States Code, Section 982.

2. As a result of the violations of Title 18, United States Code, Section 1957, as alleged in the foregoing Indictment,

CHRISTOPHER G. KELLY and
BCI COMMERCIAL ROOFING, INC.,

defendants herein, shall forfeit to the United States, pursuant to Title 18, United States Code, Section 982(a)(1), any and all right, title, and interest the defendants have in any property, real and personal, involved in such offenses, and any property traceable to such property.

3. The interests of the defendants subject to forfeiture pursuant to Title 18, United States Code, Section 982, include: all money and other property that was the subject of each transaction; all money and other property that is traceable thereto; and all money and property that facilitated the transactions, including but not limited to:

(a) Approximately \$1,181,000; and

(b) 702 Ambriance, Burr Ridge, Illinois, and legally described as:

PARCEL 1. LOT 50 IN AMBRIANCE, BEING A SUBDIVISION OF
PART OF THE WEST HALF OF SECTION 30, TOWNSHIP 38
NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL
MERIDIAN, IN COOK COUNTY, ILLINOIS. PARCEL 2.
EASEMENT FOR INGRESS AND EGRESS OVER LOT "A" AS
SHOWN ON THE PLAT OF AMBRIANCE AND SET FORTH IN

THE DECLARATION OF TRUST OF AMBRIANCE RECORDED
88539370 AND AS CREATED BY THE DEED CONVEYING
SUBJECT PROPERTY RECORDED AS DOCUMENT 88580705.

PERMANENT INDEX NUMBER: 18-30-306-050-0000

4. To the extent that the property described above as being subject to forfeiture pursuant to Title 18, United States Code, Section 982, as a result of any act or omission of the defendants:

- (a) cannot be located upon the exercise of due diligence;
- (b) has been transferred to, sold to, or deposited with a third person;
- (c) has been placed beyond the jurisdiction of the court;
- (d) has been substantially diminished in value, or
- (e) has been commingled with other property that cannot be subdivided without difficulty;

the United States of America shall be entitled to forfeiture of substitute property under the provisions of Title 21, United States Code, Section 853(p), as incorporated by Title 18, United States Code, Section 982(b)(1);

All pursuant to Title 18, United States Code, Section 982.

A TRUE BILL:

FOREPERSON

UNITED STATES ATTORNEY